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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 4926/0669

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		09/25/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	BIG CEDAR, LLC	
Street Address:	2500 EAST KEARNEY	
City:	SPRINGFIELD	
State/Country:	MISSOURI	
Postal Code:	65898	
Entity Type:	Limited Liability Company: MISSOURI	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	1931087	BIG CEDAR	
Registration Number:	1885496	BUZZARD BAR	
Registration Number:	1942145	DEVIL'S POOL RESTAURANT	
Serial Number:	77257865	NINE & DINE	

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

NAME OF SUBMITTER: KRISTIN J AZCONA SIGNATURE: /KJA/	
SIGNATURE: /KJA/	
SIGNATURE.	
DATE SIGNED: 10/03/2017	

Total Attachments: 3

TRADEMARK REEL: 006172 FRAME: 0254 source=Big Cedar TL TM 4926-0669 Release#page1.tif source=Big Cedar TL TM 4926-0669 Release#page2.tif source=Big Cedar TL TM 4926-0669 Release#page3.tif

TRADEMARK REEL: 006172 FRAME: 0255

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of September 25, 2017, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent"), for the several banks and other financial institutions (the "Lenders"), party to the Term Loan Credit Agreement, dated as of November 20, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as that term is defined in the Credit Agreement), each of the other grantors party thereto and the Collateral Agent, in favor of BIG CEDAR, L.L.C., a Missouri limited liability company, located at 2500 East Kearney, Springfield, Missouri 65898 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of November 20, 2012, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Grantor granted a security interest (the "Security Interest") to the Collateral Agent in all Intellectual Property, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights effective as of November 20, 2012, among the Collateral Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks set forth on <u>Schedule A</u> hereto (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 20, 2012 at Reel 4926 and Frame 0669; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

TRADEMARK REEL: 006172 FRAME: 0256 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

Ву:

Title:

Jennifer Heard Authorized Officer

[Signature Page to Release of Trademarks]

TRADEMARK REEL: 006172 FRAME: 0257

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	Registration/Serial No.
Big Cedar	1931087
Buzzard Bar	1885496
Devil's Pool Restaurant (and Design)	1942145
Nine & Dine	77/257865

RECORDED: 10/03/2017

TRADEMARK
REEL: 006172 FRAME: 0258